

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:** : **BK. No. 18-13522 ELF**  
**PATTI LYNN CAESAR** :  
**A/K/A P LYNN CAESAR** : **Chapter No. 13**  
**Debtor**

**TRUIST BANK**

**Movant**

**v.**

**PATTI LYNN CAESAR**  
**A/K/A P LYNN CAESAR**

**Respondent**

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO  
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **TRUIST BANK, SUCCESSOR BY MERGER TO SUNTRUST BANK**. The property address is 212 WILLIAMSBURG ROAD, ARDMORE, PA 19003-3104, Loan # ending in 5814. A Proof of Claim has been filed on the claim register at #4. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the second forbearance are as follows: Regular monthly mortgage payments starting with the July 1, 2020 payment through September 30, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as exhibit "A".
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$2,203.55.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31625

Fax Number: 215-568-7616

Email: jerome.blank@phelanhallinan.com

July 27, 2020

**THE UNITED STATES BANKRUPTCY COURT  
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**IN RE:**

**BK. No. 18-13522 ELF**

**PATTI LYNN CAESAR  
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**PATTI LYNN CAESAR  
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**Respondent**

**CERTIFICATE OF SERVICE**

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on July 27, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)  
P.O. BOX 1229  
PHILADELPHIA, PA 19105

PATTI LYNN CAESAR  
212 WILLIAMSBURG ROAD  
ARDMORE, PA 19003

DANIEL P. MUDRICK, ESQUIRE  
325 SENTRY PARKWAY EAST  
BUILDING 5 WEST - SUITE 320  
BLUE BELL, PA 19422

UNITED STATES TRUSTEE  
OFFICE OF THE U.S. TRUSTEE  
200 CHESTNUT STREET  
SUITE 502  
PHILADELPHIA, PA 19106

/s/ Jerome Blank, Esquire  
Jerome Blank, Esq., Id. No.49736  
Phelan Hallinan Diamond & Jones, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone Number: 215-563-7000 Ext 31625

July 27, 2020

Fax Number: 215-568-7616

Email: [jerome.blank@phelanhallinan.com](mailto:jerome.blank@phelanhallinan.com)

Exhibit “A”

# **Exhibit “A”**



**IF YOUR LOAN WAS DISCHARGED IN BANKRUPTCY OR YOU ARE UNDER THE PROTECTION OF THE AUTOMATIC STAY, THIS INFORMATION IS FOR NOTICE AND INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.**

June 8, 2020

**MUDRICK & ZUCKER, PC  
325 SENTRY PARKWAY EAST  
BUILDING 5 WEST - SUITE 320  
BLUE BELL, PA 19422  
Attention: DANIEL P. MUDRICK**

Re: LOAN NUMBER 0046505814

**PATTI L CAESAR  
212 WILLIAMSBURG RD  
ARDMORE, PA 19003**

Dear **DANIEL P. MUDRICK:**

Our mutual client requested a mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic. Please see the attached Forbearance Plan documentation.

Truist Bank will file the required notices with the Bankruptcy Court to notify the Court and Trustee of the forbearance and its terms.

Please note that prior to the end of the forbearance period, the client will need to request a Loss Mitigation option to resolve the repayment of suspended payments.

If you have any questions, please contact the Home Preservation Department at 855.223.4680 and a dedicated teammate will assist you throughout the loss mitigation process. Our standard business hours are 8 a.m. to 10 p.m., Monday through Friday and 9 a.m. to 3 p.m., ET Saturday.

Sincerely,

SunTrust now Truist

Email: [homepreservationdocuments@suntrust.com](mailto:homepreservationdocuments@suntrust.com)

Mail to: Truist Bank  
1001 Semmes Ave  
RVW-3054 4<sup>th</sup> Floor  
Richmond, VA 23224

CC: [Borrower/Debtor]



**PLEASE REVIEW THE FOLLOWING IMPORTANT DISCLOSURES**

**If Property/Loan is in the State of Washington**

Washington state law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service dog by a disabled person. The Washington State Human Rights Commission administers compliance with this law.

**If Property/Loan is in the State of California**

If our decision was wholly or partially based upon information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of the report from the consumer credit reporting agency identified above and from any other consumer credit reporting agency which compiles and maintains files on consumers on a national basis. You also have the right under California Civil Code Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report issued by a consumer credit reporting agency.

**If Property/Loan is in the State of Maine**

Under Maine law (10 M.R.S. 1316), you have a right to a free copy of your report from the reporting agency, if you request no later than 60 days after you receive this notice. In addition, under the Maine law (10 M.R.S. 1317), if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.



PATTI L CAESAR  
212 WILLIAMSBURG RD  
ARDMORE, PA 19003

Mortgage Loan Number:

Property Address:  
212 WILLIAMSBURG RD  
ARDMORE, PA 19003

June 8, 2020

If your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, Truist Bank, successor-by-merger to SunTrust Bank, Inc., (Truist), recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only.

Dear Client(s):

You have been approved for an extension of your Forbearance Plan. As explained in your initial Forbearance Plan letter, this Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The terms of your mortgage, however, will remain the same. This extension will suspend your monthly payment amount of **\$2,203.55** for the additional months **07/01/2020** to **09/01/2020**. Your next payment will be due on **10/01/2020**. During this time, you do not need to make any mortgage payments. You should have already received a temporary suspension of some of your monthly mortgage payments, please check your prior Forbearance Plan letter to confirm the payments that were previously suspended.

If you do not agree with the terms of this Forbearance Plan, you may call us or email us at [cancelmyforbearance@suntrust.com](mailto:cancelmyforbearance@suntrust.com) to opt out of this agreement and continue making your normal payments.

Please note: We have already enrolled you in your forbearance. If you agree with the terms of the Forbearance Plan and wish to continue with your forbearance, you do not need to contact us at this time.

**Forbearance does not mean your payments are forgiven** - you are still required to fully repay your forbearance once the forbearance period has ended. Please see the **Forbearance Plan Terms and Conditions** below regarding your obligations and options when your Forbearance Plan ends.

**Other Loss Mitigation options may be available for your loan.** Regardless of whether you choose to continue with this Forbearance Plan, you can be reviewed for other options. To be evaluated for all other Loss Mitigation options, you will need to submit a complete Loss Mitigation application. You can download it to start the application process at [suntrust.com/BSP](http://suntrust.com/BSP). You can also contact us to request the application.

**Prior to the end of the Forbearance Plan**, we will attempt to contact you to discuss any available alternatives at the end of the Forbearance Plan term, such as an extension of your forbearance, reinstatement, repayment plan or other alternative to foreclosure, such as a loan modification.

**CARES Act:** If your loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, H.R. 748, and you have requested forbearance due to a hardship arising from COVID-19, you are entitled to an initial forbearance period of up to 180 days (or six months). You are also entitled to extend your total forbearance period for up to 360 days (or twelve months). You can extend your forbearance period by contacting Truist Bank through our Home Preservation Department. For borrowers eligible under the CARES Act, no additional documentation or information will be required from you in order to extend your initial forbearance period. For loans not subject to the CARES Act, additional requirements may apply to extend your forbearance period.

- The CARES Act generally applies to residential mortgages backed by the federal government, including mortgages owned by Freddie Mac and Fannie Mae, or insured by the U.S. Federal Housing Administration (FHA), Department of Veterans Affairs (VA), or Department of Agriculture (USDA). Please contact us if you are unsure whether your loan is covered by the CARES Act.

**Please contact us immediately if your financial situation changes** and you no longer need forbearance assistance during the term of your Forbearance Plan.

If you have any questions, please contact the Home Preservation Department at 855.223.4680 and a dedicated teammate will assist you throughout the loss mitigation process. Our standard business hours are 8 a.m. to 10 p.m., Monday through Friday and 9 a.m. to 3 p.m., ET Saturday.

Sincerely,

SunTrust now Truist

Email: [homepreservationdocuments@suntrust.com](mailto:homepreservationdocuments@suntrust.com)

Mail to: Truist Bank  
1001 Semmes Ave  
RVW-3054 4<sup>th</sup> Floor  
Richmond, VA 23224

Enclosure: Forbearance Plan Terms and Conditions  
Disclosure(s)

LM388



SunTrust Bank  
P.O. Box 27767  
Richmond, VA 23261-7767

June 8, 2020

## FORBEARANCE PLAN TERMS AND CONDITIONS

This Forbearance Plan is an extension of a prior forbearance agreement for this Loan. The Loan has been in active forbearance since **04/01/2020**.

1. By accepting this Forbearance Plan offered by Truist Bank, successor by merger to SunTrust Bank, Inc., ("Servicer"), the following listed borrowers (whether one or more, herein referred to as "Borrower")

**PATTI L CAESAR**

agree to the terms and conditions below related to Servicer's Loan secured by the property located at ("Loan"):

**212 WILLIAMSBURG RD  
ARDMORE, PA 19003**

2. Currently, the Loan is due for **0** installment(s), from **07/01/2020** through **07/31/2020**.
3. The following installment payments have been suspended during your Forbearance Plan:

DATE(S) DUE:

**04/01/2020      05/01/2020      06/01/2020      07/01/2020      08/01/2020      09/01/2020**

4. If the Loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 signed by the President on March 27, 2020, the Borrower shall have the option to extend the total forbearance period, inclusive of any prior forbearance periods, for a total not to exceed 360 days as long as the borrower remains eligible for relief under the CARES Act.
5. Except to the extent the Borrower is entitled to an additional forbearance period under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, H.R. 748, Servicer is under no obligation to enter into any further agreement. This Forbearance Plan shall not constitute a waiver of Servicer's right to insist upon strict performance in the future.
6. This Forbearance Plan offer is contingent upon the Borrower having provided accurate and complete information. Servicer reserves the right to revoke this offer or terminate the Plan following Borrower's acceptance if Servicer learns of information that would make this Loan ineligible for forbearance.
7. If unable to meet the obligations outlined in this Forbearance Plan, the Borrower must contact Servicer immediately, as it may be possible to renegotiate the terms of this Forbearance Plan. Failure to keep the terms of this Plan could result in immediate referral to foreclosure or resumption of foreclosure proceedings.
8. **Repayment of suspended payments:** Borrower understands and agrees that complying with the Plan does not bring the Loan current at the end of the Plan. At the end of the forbearance period (as it may be extended under paragraph 4 or otherwise by agreement of the parties), the Loan must be brought to current status through a full reinstatement, payment of the loan in full, or a repayment plan or other workout option (such as a modification or deferral agreement). If Borrower is unable to pay all amounts due at the end of the forbearance period, Servicer will review Borrower's financial situation to determine if any further loss mitigation options are available to avoid or suspend foreclosure.

If this is an extension or renewal of a prior forbearance on this Loan. Any payments or other amounts remaining due and unpaid under a prior Forbearance Plan must be included when the Loan is brought to

9. Borrower may also shorten the Forbearance Plan term at any time to reduce the amount of payments which are being delayed or reduced. **This Forbearance Plan does not prohibit Borrower from pre-paying the Loan delinquency at any time.**
10. Borrower understands and agrees that during the forbearance period, a portion of any payments received will be placed on hold for a specified length of time. Borrower agrees that the terms of the Forbearance Plan, as outlined in this Forbearance Plan, may require that Servicer retain any of the payments received in a separate non-interest bearing (suspense) account until sufficient funds are in the account to pay the oldest delinquent monthly payment. If any money is left in this account at the end of the Forbearance Plan, it will be applied to reduce the unpaid amounts of the Loan in accordance with the terms of the mortgage and applicable law. To the extent permitted by applicable law, Borrower agrees to waive any right to receive notification from Servicer regarding the monies held in suspense. This right to notification is knowingly waived by Borrower because the terms of the Forbearance Plan have afforded Borrower notice that any of the payments received will be held in a suspense account.
11. Servicer's acceptance and posting of any payment made during the forbearance period will not be deemed a waiver of the acceleration of this Loan and related activities, including the right to resume or continue foreclosure if the Borrower fails to comply with the terms of the plan, and shall not constitute a cure of the mortgage default unless such payments are sufficient to completely cure the default.
12. Servicer will not refer this Loan to foreclosure or proceed to foreclosure sale during this Forbearance Plan, provided the Borrower is complying with the terms of the Forbearance Plan. **Failure to comply with the terms of the Forbearance plan may result in resumption of any pending foreclosure action or proceeding that has been suspended.**
13. **During the term of the Forbearance Plan, Servicer will report the status of this account and the entry into a Forbearance Plan to the credit reporting agencies.** If during the term of this Forbearance Plan, Borrower files for bankruptcy or is protected by the automatic stay or a discharge in a bankruptcy proceeding, Servicer may report this information to the credit reporting agencies. If your loan is not protected by the automatic stay or a discharge in a bankruptcy proceeding, Servicer will report the Account Status as current for the duration of the Forbearance Plan. When your Forbearance Plan ends, information reported to the credit reporting agencies will reflect the applicable status of your Loan. Creditors may consider the reported status of the Loan in forbearance to be an increased credit risk. Borrower should consult any creditor from whom Borrower may be seeking financing to discuss potential impacts.
14. Late Charges will not be assessed to the Loan during the Forbearance Plan; however, once the Forbearance Plan expires, late charges will start to accrue again in accordance with the original Note.
15. All attorney's fees, foreclosure costs or late charges may be applicable before or after the forbearance period. All attorney's fees, foreclosure costs or late charges are only omitted during the months listed above.
16. If this mortgage loan has Optional Insurance Premium or Payment Protection Service, the Forbearance approval does not protect the Optional Insurance Premium or Payment Protection Service. The Optional Insurance Premium or Payment Protection service may be cancelled once the account becomes 90 days or more delinquent.
17. By accepting this Forbearance Plan, Borrower agrees that all terms and provisions of the current mortgage note and mortgage security instrument remain in full force and effect and Borrower will comply with those terms; and that nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.
18. The current Loan documents remain in effect; however, Borrower is not required to make any payment during the term of the Forbearance Plan.
19. This Forbearance Plan expresses the final agreement between the Servicer and the Borrower concerning the matters described in this Forbearance Plan. Borrower agrees that there are no other promises, assurances or agreements on which the Borrower is relying other than what is contained in this Forbearance Plan. Except as expressly modified by the terms of this Forbearance Plan, all terms of the loan remain unchanged, and in full force and effect.
20. Any breach of any provision of this Forbearance Plan shall render this Forbearance Plan null and void. Servicer, in its sole discretion and without further notice to Borrower, may terminate this Forbearance Plan if there is a breach of its terms. If this Forbearance Plan is terminated, the Servicer may institute foreclosure proceedings according to the terms of the Note and Security Instrument. In the event of foreclosure, Borrower may incur additional expenses relating to attorney's fees and foreclosure costs.

**22. Additional Disclosures:**

- If Property/Loan is in the State of Washington

Washington state law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service dog by a disabled person. The Washington State Human Rights Commission administers compliance with this law.

- If Property/Loan is in the State of California

If our decision was wholly or partially based upon information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of the report from the consumer credit reporting agency identified above and from any other consumer credit reporting agency which compiles and maintains files on consumers on a national basis. You also have the right under California Civil Code Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report issued by a consumer credit reporting agency.

- If Property/Loan is in the State of Maine

Under Maine law (10 M.R.S. 1316), you have a right to a free copy of your report from the reporting agency, if you request no later than 60 days after you receive this notice. In addition, under the Maine law (10 M.R.S. 1317), if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

## IMPORTANT FEDERAL DISCLOSURES

- The Servicemembers Civil Relief Act (SCRA) provides important financial and legal protections to service members including caps on interest rates, stays of certain legal proceedings, protection from eviction, and termination of leases without repercussions. Learn more at [www.militaryonesource.mil](http://www.militaryonesource.mil).
- SunTrust is a member of the HOPE NOW Alliance. HOPE NOW is an alliance between counselors, servicers, investors and other mortgage market participants with a mission to prevent foreclosures through outreach to borrowers at risk. To obtain more information about HOPE NOW, contact the Homeowner's HOPE hotline at 888.995.HOPE (4673) and [www.995HOPE.org](http://www.995HOPE.org) or [www.HOPENOW.com](http://www.HOPENOW.com). The HOPE NOW Alliance provides free independent, HUD-approved counseling to homeowners in financial trouble. Or you can contact the US Department of Housing and Urban Development (HUD) at 800.569.4287 or [www.hud.gov/foreclosure](http://www.hud.gov/foreclosure) for information about HUD-approved counseling agencies that may assist you.
- This communication is an attempt to collect a debt and any information you provide, whether written or verbal, will be used for that purpose. However, if your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, SunTrust Bank recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only. If you are current on your loan account, the notice above is not intended to imply otherwise.

### ☐ **Qualified Written Requests (QWR), Notices of Error (NOE), and Requests for Information (RFI)**

Federal Law permits you to contact us in writing regarding your account in order to request certain types of actions and/or information (with exceptions). These requests include (1) a Qualified Written Request, (2) a Notice of Error, and (3) a Request for Information. If you submit a QWR or NOE, please include your name, loan account number and the reason you believe the account is in error. If you submit an RFI, please include your name, loan account number and the specific information requested.

QUALIFIED WRITTEN REQUESTS, NOTICES OF ERROR, and REQUESTS FOR INFORMATION, must be mailed to:

SunTrust Bank  
ATTN: QWR/NOE/RFI  
P.O. Box 26527  
Richmond, VA 23261-6527

- ☐ The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006 and the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.



Equal Housing Lender. Truist Bank - NMLS # [REDACTED]

## STATE DISCLOSURES

If you are a California resident or your property is in California, the following may apply to you.

- As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

If you are a resident of Ohio or your property is in Ohio, the following may apply to you.

- The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

If you are a Texas resident or your property is in Texas, the following may apply to you.

- **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

If you are a Utah resident or your property is in Utah, the following may apply to you.

- As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

If you are a Wisconsin resident or your property is in Wisconsin, the following may apply to you.

- No provisions of a marital property agreement, a unilateral statement under Section 766.59, or a court decree under Section 766.70, adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree, or has knowledge of the adverse provision when the obligation to the creditor is incurred.

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PATTI L CAESAR  
212 WILLIAMSBURG RD  
ARDMORE, PA 19003

Mortgage Loan Number:

Property Address:  
212 WILLIAMSBURG RD  
ARDMORE, PA 19003

June 8, 2020

If your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, Truist Bank, successor-by-merger to SunTrust Bank, Inc., (Truist), recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only.

Dear Client(s):

You have been approved for an extension of your Forbearance Plan. As explained in your initial Forbearance Plan letter, this Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The terms of your mortgage, however, will remain the same. This extension will suspend your monthly payment amount of **\$2,203.55** for the additional months **07/01/2020** to **09/01/2020**. Your next payment will be due on **10/01/2020**. During this time, you do not need to make any mortgage payments. You should have already received a temporary suspension of some of your monthly mortgage payments, please check your prior Forbearance Plan letter to confirm the payments that were previously suspended.

If you do not agree with the terms of this Forbearance Plan, you may call us or email us at [cancelmyforbearance@suntrust.com](mailto:cancelmyforbearance@suntrust.com) to opt out of this agreement and continue making your normal payments.

Please note: We have already enrolled you in your forbearance. If you agree with the terms of the Forbearance Plan and wish to continue with your forbearance, you do not need to contact us at this time.

**Forbearance does not mean your payments are forgiven** - you are still required to fully repay your forbearance once the forbearance period has ended. Please see the **Forbearance Plan Terms and Conditions** below regarding your obligations and options when your Forbearance Plan ends.

**Other Loss Mitigation options may be available for your loan.** Regardless of whether you choose to continue with this Forbearance Plan, you can be reviewed for other options. To be evaluated for all other Loss Mitigation options, you will need to submit a complete Loss Mitigation application. You can download it to start the application process at [suntrust.com/BSP](http://suntrust.com/BSP). You can also contact us to request the application.

**Prior to the end of the Forbearance Plan**, we will attempt to contact you to discuss any available alternatives at the end of the Forbearance Plan term, such as an extension of your forbearance, reinstatement, repayment plan or other alternative to foreclosure, such as a loan modification.

**CARES Act:** If your loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, H.R. 748, and you have requested forbearance due to a hardship arising from COVID-19, you are entitled to an initial forbearance period of up to 180 days (or six months). You are also entitled to extend your total forbearance period for up to 360 days (or twelve months). You can extend your forbearance period by contacting Truist Bank through our Home Preservation Department. For borrowers eligible under the CARES Act, no additional documentation or information will be required from you in order to extend your initial forbearance period. For loans not subject to the CARES Act, additional requirements may apply to extend your forbearance period.

- The CARES Act generally applies to residential mortgages backed by the federal government, including mortgages owned by Freddie Mac and Fannie Mae, or insured by the U.S. Federal Housing Administration (FHA), Department of Veterans Affairs (VA), or Department of Agriculture (USDA). Please contact us if you are unsure whether your loan is covered by the CARES Act.

**Please contact us immediately if your financial situation changes** and you no longer need forbearance assistance during the term of your Forbearance Plan.

If you have any questions, please contact the Home Preservation Department at 855.223.4680 and a dedicated teammate will assist you throughout the loss mitigation process. Our standard business hours are 8 a.m. to 10 p.m., Monday through Friday and 9 a.m. to 3 p.m., ET Saturday.

Sincerely,

SunTrust now Truist

Email: [homepreservationdocuments@suntrust.com](mailto:homepreservationdocuments@suntrust.com)

Mail to: Truist Bank  
1001 Semmes Ave  
RVW-3054 4<sup>th</sup> Floor  
Richmond, VA 23224

Enclosure: Forbearance Plan Terms and Conditions  
Disclosure(s)

LM388



SunTrust Bank  
P.O. Box 27767  
Richmond, VA 23261-7767

June 8, 2020



## FORBEARANCE PLAN TERMS AND CONDITIONS

This Forbearance Plan is an extension of a prior forbearance agreement for this Loan. The Loan has been in active forbearance since **04/01/2020**.

1. By accepting this Forbearance Plan offered by Truist Bank, successor by merger to SunTrust Bank, Inc., ("Servicer"), the following listed borrowers (whether one or more, herein referred to as "Borrower")

**PATTI L CAESAR**

agree to the terms and conditions below related to Servicer's Loan secured by the property located at ("Loan"):

**212 WILLIAMSBURG RD  
ARDMORE, PA 19003**

2. Currently, the Loan is due for **0** installment(s), from **07/01/2020** through **07/31/2020**.
3. The following installment payments have been suspended during your Forbearance Plan:

DATE(S) DUE:

**04/01/2020      05/01/2020      06/01/2020      07/01/2020      08/01/2020      09/01/2020**

4. If the Loan is a federally-backed mortgage loan as defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020 signed by the President on March 27, 2020, the Borrower shall have the option to extend the total forbearance period, inclusive of any prior forbearance periods, for a total not to exceed 360 days as long as the borrower remains eligible for relief under the CARES Act.
5. Except to the extent the Borrower is entitled to an additional forbearance period under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, H.R. 748, Servicer is under no obligation to enter into any further agreement. This Forbearance Plan shall not constitute a waiver of Servicer's right to insist upon strict performance in the future.
6. This Forbearance Plan offer is contingent upon the Borrower having provided accurate and complete information. Servicer reserves the right to revoke this offer or terminate the Plan following Borrower's acceptance if Servicer learns of information that would make this Loan ineligible for forbearance.
7. If unable to meet the obligations outlined in this Forbearance Plan, the Borrower must contact Servicer immediately, as it may be possible to renegotiate the terms of this Forbearance Plan. Failure to keep the terms of this Plan could result in immediate referral to foreclosure or resumption of foreclosure proceedings.
8. **Repayment of suspended payments:** Borrower understands and agrees that complying with the Plan does not bring the Loan current at the end of the Plan. At the end of the forbearance period (as it may be extended under paragraph 4 or otherwise by agreement of the parties), the Loan must be brought to current status through a full reinstatement, payment of the loan in full, or a repayment plan or other workout option (such as a modification or deferral agreement). If Borrower is unable to pay all amounts due at the end of the forbearance period, Servicer will review Borrower's financial situation to determine if any further loss mitigation options are available to avoid or suspend foreclosure.

If this is an extension or renewal of a prior forbearance on this Loan. Any payments or other amounts remaining due and unpaid under a prior Forbearance Plan must be included when the Loan is brought to

9. Borrower may also shorten the Forbearance Plan term at any time to reduce the amount of payments which are being delayed or reduced. **This Forbearance Plan does not prohibit Borrower from pre-paying the Loan delinquency at any time.**
10. Borrower understands and agrees that during the forbearance period, a portion of any payments received will be placed on hold for a specified length of time. Borrower agrees that the terms of the Forbearance Plan, as outlined in this Forbearance Plan, may require that Servicer retain any of the payments received in a separate non-interest bearing (suspense) account until sufficient funds are in the account to pay the oldest delinquent monthly payment. If any money is left in this account at the end of the Forbearance Plan, it will be applied to reduce the unpaid amounts of the Loan in accordance with the terms of the mortgage and applicable law. To the extent permitted by applicable law, Borrower agrees to waive any right to receive notification from Servicer regarding the monies held in suspense. This right to notification is knowingly waived by Borrower because the terms of the Forbearance Plan have afforded Borrower notice that any of the payments received will be held in a suspense account.
11. Servicer's acceptance and posting of any payment made during the forbearance period will not be deemed a waiver of the acceleration of this Loan and related activities, including the right to resume or continue foreclosure if the Borrower fails to comply with the terms of the plan, and shall not constitute a cure of the mortgage default unless such payments are sufficient to completely cure the default.
12. Servicer will not refer this Loan to foreclosure or proceed to foreclosure sale during this Forbearance Plan, provided the Borrower is complying with the terms of the Forbearance Plan. **Failure to comply with the terms of the Forbearance plan may result in resumption of any pending foreclosure action or proceeding that has been suspended.**
13. **During the term of the Forbearance Plan, Servicer will report the status of this account and the entry into a Forbearance Plan to the credit reporting agencies.** If during the term of this Forbearance Plan, Borrower files for bankruptcy or is protected by the automatic stay or a discharge in a bankruptcy proceeding, Servicer may report this information to the credit reporting agencies. If your loan is not protected by the automatic stay or a discharge in a bankruptcy proceeding, Servicer will report the Account Status as current for the duration of the Forbearance Plan. When your Forbearance Plan ends, information reported to the credit reporting agencies will reflect the applicable status of your Loan. Creditors may consider the reported status of the Loan in forbearance to be an increased credit risk. Borrower should consult any creditor from whom Borrower may be seeking financing to discuss potential impacts.
14. Late Charges will not be assessed to the Loan during the Forbearance Plan; however, once the Forbearance Plan expires, late charges will start to accrue again in accordance with the original Note.
15. All attorney's fees, foreclosure costs or late charges may be applicable before or after the forbearance period. All attorney's fees, foreclosure costs or late charges are only omitted during the months listed above.
16. If this mortgage loan has Optional Insurance Premium or Payment Protection Service, the Forbearance approval does not protect the Optional Insurance Premium or Payment Protection Service. The Optional Insurance Premium or Payment Protection service may be cancelled once the account becomes 90 days or more delinquent.
17. By accepting this Forbearance Plan, Borrower agrees that all terms and provisions of the current mortgage note and mortgage security instrument remain in full force and effect and Borrower will comply with those terms; and that nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.
18. The current Loan documents remain in effect; however, Borrower is not required to make any payment during the term of the Forbearance Plan.
19. This Forbearance Plan expresses the final agreement between the Servicer and the Borrower concerning the matters described in this Forbearance Plan. Borrower agrees that there are no other promises, assurances or agreements on which the Borrower is relying other than what is contained in this Forbearance Plan. Except as expressly modified by the terms of this Forbearance Plan, all terms of the loan remain unchanged, and in full force and effect.
20. Any breach of any provision of this Forbearance Plan shall render this Forbearance Plan null and void. Servicer, in its sole discretion and without further notice to Borrower, may terminate this Forbearance Plan if there is a breach of its terms. If this Forbearance Plan is terminated, the Servicer may institute foreclosure proceedings according to the terms of the Note and Security Instrument. In the event of foreclosure, Borrower may incur additional expenses relating to attorney's fees and foreclosure costs.

**22. Additional Disclosures:**

- If Property/Loan is in the State of Washington

Washington state law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service dog by a disabled person. The Washington State Human Rights Commission administers compliance with this law.

- If Property/Loan is in the State of California

If our decision was wholly or partially based upon information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of the report from the consumer credit reporting agency identified above and from any other consumer credit reporting agency which compiles and maintains files on consumers on a national basis. You also have the right under California Civil Code Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report issued by a consumer credit reporting agency.

- If Property/Loan is in the State of Maine

Under Maine law (10 M.R.S. 1316), you have a right to a free copy of your report from the reporting agency, if you request no later than 60 days after you receive this notice. In addition, under the Maine law (10 M.R.S. 1317), if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

## IMPORTANT FEDERAL DISCLOSURES

- The Servicemembers Civil Relief Act (SCRA) provides important financial and legal protections to service members including caps on interest rates, stays of certain legal proceedings, protection from eviction, and termination of leases without repercussions. Learn more at [www.militaryonesource.mil](http://www.militaryonesource.mil).
- SunTrust is a member of the HOPE NOW Alliance. HOPE NOW is an alliance between counselors, servicers, investors and other mortgage market participants with a mission to prevent foreclosures through outreach to borrowers at risk. To obtain more information about HOPE NOW, contact the Homeowner's HOPE hotline at 888.995.HOPE (4673) and [www.995HOPE.org](http://www.995HOPE.org) or [www.HOPENOW.com](http://www.HOPENOW.com). The HOPE NOW Alliance provides free independent, HUD-approved counseling to homeowners in financial trouble. Or you can contact the US Department of Housing and Urban Development (HUD) at 800.569.4287 or [www.hud.gov/foreclosure](http://www.hud.gov/foreclosure) for information about HUD-approved counseling agencies that may assist you.
- This communication is an attempt to collect a debt and any information you provide, whether written or verbal, will be used for that purpose. However, if your debt is discharged in bankruptcy or you are protected by the automatic stay in a bankruptcy proceeding, SunTrust Bank recognizes that you may not be liable for this debt and this letter is not an attempt to collect a debt but is being sent for notice purposes only. If you are current on your loan account, the notice above is not intended to imply otherwise.

### ☐ **Qualified Written Requests (QWR), Notices of Error (NOE), and Requests for Information (RFI)**

Federal Law permits you to contact us in writing regarding your account in order to request certain types of actions and/or information (with exceptions). These requests include (1) a Qualified Written Request, (2) a Notice of Error, and (3) a Request for Information. If you submit a QWR or NOE, please include your name, loan account number and the reason you believe the account is in error. If you submit an RFI, please include your name, loan account number and the specific information requested.

QUALIFIED WRITTEN REQUESTS, NOTICES OF ERROR, and REQUESTS FOR INFORMATION, must be mailed to:

SunTrust Bank  
ATTN: QWR/NOE/RFI  
P.O. Box 26527  
Richmond, VA 23261-6527

- ☐ The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agencies that administer compliance with this law concerning this creditor are the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006 and the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.



Equal Housing Lender. Truist Bank - NMLS # [REDACTED]

## STATE DISCLOSURES

If you are a California resident or your property is in California, the following may apply to you.

- As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

If you are a resident of Ohio or your property is in Ohio, the following may apply to you.

- The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

If you are a Texas resident or your property is in Texas, the following may apply to you.

- **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

If you are a Utah resident or your property is in Utah, the following may apply to you.

- As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

If you are a Wisconsin resident or your property is in Wisconsin, the following may apply to you.

- No provisions of a marital property agreement, a unilateral statement under Section 766.59, or a court decree under Section 766.70, adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree, or has knowledge of the adverse provision when the obligation to the creditor is incurred.